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4 BILL NO. S-73-10-06

5 SPECIAL ORDINANCE NO. S- 108-73

6 AN ORDINANCE approving an agreement with
7 L. W. DAILEY, INC. for paving of
8 Dalewood Drive.

9 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF
10 FORT WAYNE, INDIANA:

11 SECTION 1. The Agreement approved September 27, 1973,
12 between the City of Fort Wayne, by and through its Mayor and the
13 Board of Public Works, and L. W. DAILEY, INC. for paving of
14 Dalewood Drive as follows:

15 Dalewood Drive from the east property line of
16 Chancellor Drive to the west property line
of Elwood Drive, to a width of 27 feet, in-
cluding curbs, sidewalks and street lighting

17 for a total cost of \$65,913.20, of which the City will pay
18 approximately \$29,000.00, the balance to be paid by property
19 owners under the Barrett Law, all as more particularly set
20 forth in said Agreement, which is on file in the Office of the
21 Board of Public Works, and is by reference incorporated herein
22 and made a part hereof, is hereby in all things ratified,
23 confirmed and approved.

24 SECTION 2. This Ordinance shall be in full force and
25 effect from and after its passage and approval by the Mayor.

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28 Councilman
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APPROVED AS TO FORM
AND LEGALITY.

CITY ATTORNEY

Read the first time in full and on motion by Hingja, seconded by Talarico, and duly adopted, read the second time by title and referred to the Committee on Finance (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 197____, at _____ o'clock P.M., E.S.T.

Date: 10/9/73

Charles W. Blumenthal
CITY CLERK

Read the third time in full and on motion by Hingja, seconded by Talarico, and duly adopted, placed on its passage.

Passed (~~lost~~) by the following vote:

	AYES <u>8</u>	NAYS <u>0</u>	ABSTAINED _____	ABSENT <u>1</u> to-wit:
BURNS	<input checked="" type="checkbox"/>	_____	_____	_____
HINGA	<input checked="" type="checkbox"/>	_____	_____	_____
KRAUS	_____	_____	_____	<u>A</u>
MOSES	<input checked="" type="checkbox"/>	_____	_____	_____
NUCKOLS	<input checked="" type="checkbox"/>	_____	_____	_____
SCHMIDT, D.	<input checked="" type="checkbox"/>	_____	_____	_____
SCHMIDT, V.	<input checked="" type="checkbox"/>	_____	_____	_____
STIER	<input checked="" type="checkbox"/>	_____	_____	_____
TALARICO	<input checked="" type="checkbox"/>	_____	_____	_____

DATE: 10-23-73

Charles W. Blumenthal
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (Zoning Map) (General) (Annexation) (Special) (Appropriation) Ordinance (Resolution) No. 8-108-73 on the 23rd day of October, 1973.

ATTEST: (SEAL)

Charles W. Blumenthal
CITY CLERK

W. J. Field E. Wilson Jr
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 24th day of October, 1973, at the hour of 1:30 o'clock A. M., E.S.T.

Charles W. Blumenthal
CITY CLERK

Approved and signed by me this 24th day of October, 1973, at the hour of 3:00 o'clock P. M., E.S.T.

Sam A. Rabcof
MAYOR

Bill No. S-73-10-06

REPORT OF THE COMMITTEE ON FINANCE

We, your Committee on Finance to whom was referred an Ordinance
approving an agreement with L. W. DAILEY, INC. for
paving of Dalewood Drive.

have had said Ordinance under consideration and beg leave to report back to the Common
Council that said Ordinance Do PASS.

William T. Hinga Chairman

John Nuckols Vice-Chairman

James S. Stier

Samuel J. Talarico

Paul M. Burns

William T. Hinga
John Nuckols
James S. Stier
Samuel J. Talarico
Paul M. Burns

CONCURRED IN

DATE 10-23-73 CHARLES W. WESTERMAN, CITY CLERK



THE CITY OF FORT WAYNE

board of public works

September 17, 1973

The Common Council
Fort Wayne, Indiana

Gentlemen and Mrs. Schmidt:

The Board has approved a contract with L. W. Dailey, Inc. for the improvements of Dalewood Drive. The amount of the contract is \$65,913.20, of which the City will be paying approximately \$29,000.00. The balance is to be paid by the property owners under the Barrett Law plan.

Because the construction season is over in November, the contractor, as well as the Board is most anxious to acquire Councilmanic approval so the project can be started and completed this year.

We are, therefore, requesting prior approval. The contract will be introduced in Council this month for regular processing and ordinance number.

Very truly yours,

BOARD OF PUBLIC WORKS

Dr. Jerry D. Boswell, Chairman

JDB/ss

Attachment

APPROVED:

William T. Zinger Eugene Kraus Samuel J. Talaris
James B. Miller Urban J. Stojak Paul R. Burns

MEMBERS OF THE COMMON COUNCIL

SUBJECT REPAIRS TO STREETS

BID ANALYSIS SHEET

OFFICE OF CITY ENGINEER

RES. NO. 100-1-100

MATERIAL AS SHOWN

FORT WAYNE INDIANA

CONTRACTORS

STREETS - ALLEYS - SIDEWALKS
UNIT MATERIAL

ESTIMATE

EXTENSION

UNIT BID TOTAL BID

UNIT BID TOTAL BID

UNIT BID TOTAL BID

UNIT BID TOTAL BID

456	1000	Excavation - Detailed	1.00	2815.00	3.42	3823.50	2.77	3844.25	3.22	3603.50		
257	1000	Gravel - Removal	1.00	257.00	2.00	514.00	3.21	573.67	3.00	514.00		
111	2000	Paving - Removal	3.00	842.00	2.75	312.50	3.22	857.12	3.50	399.00		
493	1000	Concrete - 4" (452)	7.00	4892.00	1.00	4000.00	7.00	4156.00	10.00	4330.00		
3745	1000	Gravel - 4" (452) - 4" (452) - 4" (452)	7.00	26215.00	7.90	29535.50	8.02	52222.15	7.00	29211.00		
95	5000	Gravel - 4" (452)	5.75	546.25	2.00	190.00	1.25	118.75	7.00	190.00		
111	1000	Gravel - 4" (452)	8.00	999.00	9.00	1087.80	9.00	999.00	1.00	999.00		
52	100	Gravel - 4" (452)	14.00	116.00	18.00	574.00	17.00	561.00	20.00	660.00		
11	1000	Gravel - 4" (452)	14.00	56.00	20.00	80.00	16.00	66.00	25.00	100.00		
1064	5000	Gravel - 4" (452)	1.00	11781.50	1.00	10646.50	1.10	11781.50	1.10	11781.50		
519	1000	2" Rigid Conduit	1.60	83.40	2.00	103.50	3.50	1211.50	3.20	1551.50		
125	1000	Gravel - 4" (452)	1.25	481.25	.50	96.50	.87	712.25	.50	96.50		
195	5000	Gravel - 4" (452)	1.25	481.25	.50	96.50	1.22	1025.00	.40	770.00		
600	1000	Gravel - 4" (452)	.50	3260.00	.50	3300.00	.90	5400.00	1.00	6000.00		
3	4000	Gravel - 4" (452)	600.00	1200.00	400.00	1200.00	205.50	766.90	450.00	1200.00		
11	5000	Gravel - 4" (452)	500.00	1200.00	500.00	1200.00	205.50	514.00	275.00	1500.00		
425	1000	Gravel - 4" (452)	8.00	5132.00	9.00	3841.00	3.57	5412.00	10.00	4200.00		
101	1000	Gravel - 4" (452)	5.75	1460.50	6.50	1651.00	5.22	1422.40	6.00	1521.00		
			60750.15		65913.20		68942.51		70241.20			

CONTRACT

This Agreement, made and entered into this 27th day of September, 1973

by and between ----- L. W. DAILEY, INC. -----

hereinafter called "Contractor" and the City of Fort Wayne, Indiana, a municipal corporation, hereinafter called "City," under and by virtue of an act of the General Assembly of the State of Indiana, entitled "An Act Concerning Municipal Corporations," approved March 6, 1905, and all amendatory and supplementary acts thereto, WITNESSETH: That the Contractor covenants and agrees to improve Dalewood Drive from the east property line of Chancellor Drive to the west property line of Elwood Drive, to a width of 27 feet, including curbs, sidewalks and street lighting.

by grading and paving the roadway to a width of twenty-seven feet with
including curbs
6" Plain Concrete

upon a foundation and with curbing as fully set out in the specifications hereinafter referred to, in a good and workmanlike manner and to the entire satisfaction of said City, in accordance with Improve-

ment Resolution No. 5636-1973 and at the following price per lineal foot
at the following prices:

Excavation - Regular	Three dollars and forty cents, per cubic yard	\$ 3.40
Asphalt Removal	Two dollars and no cents, per square yard	.00
Pavement Removal	Two dollars and seventy five cents, per square yard	2.75
Concrete Drive Approaches 6"	Ten dollars and no cents, per square yard	10.00
Street Pavement - 6" Pl. Conc.	Seven dollars and ninety cents, per square yard	7.90
Stone for Drives 6" (#53)	Two dollars and no cents, per square yard	2.00
Concrete for Private Drives(5")	Nine dollars and eighty cents, per square yard	9.80
Deep Strength Asphalt (8")	Eighteen dollars and no cents, per ton	18.00
Hot Asphaltic Binder 5" (#9)	Twenty dollars and no cents, per ton	20.00
Sidewalk or Wingwalk,(5'x5")	One dollar and no cents, per square foot	1.00
2" Rigid Conduit	Two dollars and no cents, per lineal foot	2.00
Fine Grading	Fifty cents, per square yard	0.50
Seeding (Includes Straw Mulch)	Fifty cents, per square yard	0.50
Installation (Including trenching) of underground Wiring-Type #4 XLP Insulation, 120 V. Color Coded	Fifty-five cents, per lineal foot	0.55

provide a driveway from the east property line of Chandler Drive to the west
property line of Elwood Drive, to a width of 27 feet, including curbs, sidewalks
and street lighting.

by grading and paving the roadway to a width of twenty-seven feet with
including curbs

6" Plain Concrete

upon a foundation and with curbing as fully set out in the specifications hereinafter referred to, in a
good and workmanlike manner and to the entire satisfaction of said City, in accordance with Improve-

ment Resolution No. 5636-1973 and at the following price per lineal foot
at the following prices:

Excavation - Regular	Three dollars and forty cents, per cubic yard	\$ 3.40
Asphalt Removal	Two dollars and no cents, per square yard	.00
Pavement Removal	Two dollars and seventy five cents, per square yard	2.75
Concrete Drive Approaches 6"	Ten dollars and no cents, per square yard	10.00
Street Pavement - 6" Pl. Conc.	Seven dollars and ninety cents, per square yard	7.90
Stone for Drives 6" (#53)	Two dollars and no cents, per square yard	2.00
Concrete for Private Drives(5")	Nine dollars and eighty cents, per square yard	9.80
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2" Rigid Conduit	Two dollars and no cents, per lineal foot	2.00
Fine Grading	Fifty cents, per square yard	0.50
Seeding (Includes Straw Mulch)	Fifty cents, per square yard	0.50
Installation (Including trenching) of underground Wiring-Type #4 XLP Insulation, 120 V. Color Coded	Fifty-five cents, per lineal foot	0.55
New Manholes 48"	Four hundred dollars and no cents, each	400.00
New Inlets to be constructed	Three hundred dollars and no cents, each	300.00
12" Sewer Pipe	Nine dollars and no cents, per lineal foot	9.00
Backfill Gravel (Trenches & Structures) #53	Six dollars and fifty cents, per cubic yard	6.50

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with Sections 5, 68, 69 of the Workmen's Compensation Act, approved March 14, 1929, in accordance with Section 14 of the Compensation Act (Acts 1929, page 545, being Section 9459 of Burns Annotated Statutes, Volume IV). (Section 40-1214 Burns Annotated 1952 Revision - Volume VIII.)

A copy of General Ordinance No. G-60-66, concerning discriminating in employment under municipal contracts, is attached and incorporated herein by reference.

The Contractor hereby expressly agrees to perform all the work in the prosecution of the above described improvement according to the terms and conditions of Improvement Resolution No. 5636-1973 the plans, profiles, specifications and the contractor's bid therefor on file in the office of the Department of Public Works of said City, which said resolution, profile, plans and specifications are made a part of this contract as fully and effectually as if copied herein at full length, (copies of which are attached hereto).

It is hereby agreed that no assignment of this contract shall be made without the written consent of the City; said Contractor hereby covenants and agrees that said improvement shall be finally completed within 60 days after contract is approved by City Council and in all respects completed ~~XXXXXXXXXXXXXXXXXXXX~~ and the Contractor agrees to pay and give to the City, as liquidated damages, the sum of \$25.00 for each and every day after said date, 19 until said work is finally completed and ready for acceptance by the City. It being also understood that in event of any conflict between this contract and the specifications, that the former shall be considered to contain the intention of the parties hereto.

It is further agreed by and between said parties, that the acceptance of the work provided for in this contract, or the payment therefor, for the whole or a part, shall not constitute a waiver on the part of the City of any of the provisions of the contract, nor shall it release said Contractor, or the sureties upon its bond for the faithful performance thereof, nor shall the acceptance be even prima facie evidence of the performance of any provisions of such contract except to the extent of entitling said Contractor to receive the price therefor. It is further understood that the failure of the City to exercise its right of inspection or rejection of material and work, or the exercise of such right shall not in any sense be considered an acceptance of any part of said work or material.

The Contractor further contracts and agrees that in the prosecution of said work all proper skill and care will be exercised, that said party will properly and fully guard all excavations and dangerous places, and will use all due and proper precautions to prevent injury to any property, person and persons, what or whomsoever. That for and during the period of the making of such improvement, and the period for which the same is to be maintained and kept in repair by the Contractor, the City shall be saved harmless from any and all liability whatsoever growing out of any injury or damage to property or persons because of any neglect or fault of the said Contractor, its agents or employees, in the execution of this contract or any matter connected therewith or related thereto and to pay any judgment with costs which may be obtained against said City, growing out of any such injury or damage.

To each of the conditions and stipulations in this contract, the undersigned bind themselves, their successors and assigns.

IN WITNESS WHEREOF, we the foregoing named parties hereunto set our hands this 17th day of Sept, 1973

L. W. DAILEY, INC.
BY: [Signature]
ITS: President
Contractor, Party of the First Part.

City of Fort Wayne, By and Through:
[Signature]
Ronald W. Bonar
[Signature]
Its Board of Public Works and Mayor.

SEP 27 1973

GUARANTY BOND

Know All Men by These Presents, That we -----

-----L. W. DAILEY, INC.----- Contractors

as principal, and ST. PAUL FIRE AND MARINE INSURANCE COMPANY, SAINT PAUL, MINNESOTA

----- as surety

are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of SIXTY FIVE THOUSAND,
NINE HUNDRED THIRTEEN DOLLARS AND TWENTY CENTS-----

----- (\$55,913.20)

for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators and assigns firmly by these presents.

The conditions of the above obligation are, that whereas the said-----

-----L. W. DAILEY, INC.-----

did on the 17 day of September, 1973

-----, enter into a contract with the City of Fort Wayne to construct a
Street - 6" Plain Concrete Pavement

on Dalewood Drive Street from the east property line of
Chancellor Drive to the west property line of Elwood Drive, to a width of 27 feet
including curbs, sidewalks and street lighting.

----- according to certain plans and specifications, and
for a period of three years
also warranting and guaranteeing the work/material and condition of the pavement thereof as provided
in aforesaid contract and specifications. Now if the said-----

L. W. DAILEY, INC.----- shall faithfully perform and fulfill all the require-
ments of said warranty and guaranty, and make all repairs required under said guarantee, and in the
manner provided for, then this bond to be null and void, otherwise to be in full force and effect.

WITNESS our hands and seals this 17 day of September, 1973

YASTE, ZENT & RYE, INC.
Authorized Agents

L. W. DAILEY, INC. (SEAL)

BY Arthur J. Yaste, Jr. BY

BY James J. Yaste (SEAL)
ST. PAUL FIRE & MARINE INSURANCE COMPANY
ITS Donald L. Bomer (SEAL)
Attorney-in-fact

Approved this 27th day of September, 1973

Ronald L. Bomer

Board of Public Works.

APPROVED AS TO FORM AND LEGALITY

CITY ATTORNEY

LIABILITY BOND

Know All Men by These Presents, That we hereby certify that L.W. DAILEY, INC. has insurance with this company, fully protecting and saving harmless and indemnifying the City of Fort Wayne, Indiana, from any losses in the amount of Five Thousand Dollars (\$5,000.00).

as principal, and

as surety, are held and firmly bound to the City of Fort Wayne, Indiana, in the sum of

for the payment of which well and truly to be made we jointly and severally bind ourselves, our heirs, executors, administrators and assigns firmly by these presents.

The conditions of the above obligation are such, that if the above named party of the first part shall

faithfully comply with the foregoing contract made and entered into the

day of _____, with the City of Fort Wayne, Indiana, and shall faithfully fulfill all the conditions and stipulations therein contained, except the warranty and guaranty of the pavement as to the workmanship, material and conditions for the period of three (3) years, according to the true intent and meaning thereof in all respects, then this obligation to be void, otherwise to be and remain in full force and virtue in law and in the event the said City shall extend the time for the completion of said work, such extension shall not in any way release the sureties on this bond.

WITNESS our hands and seals this 17 day of September, 1973

YASTE, ZENT & RYE, INC.
Authorized Agents

BY: *[Signature]*

L. W. DAILEY, INC. (SEAL)

BY: *[Signature]* (SEAL)

ST. PAUL FIRE & MARINE INSURANCE CO.

BY ITS: *[Signature]* (SEAL)
Attorney-in-fact

(SEAL)

Approved this 27th day of September, 1973

[Signature]
Ronald L. Bonar

Board of Public Works.

COMPLETED IN CITY ENGINEERING OFFICE

September 12, 1973

CERTIFIED COPY OF POWER OF ATTORNEY
Original on File at Home Office of Company. See Certification.

FIDELITY AND SURETY
DEPARTMENT

**ST. PAUL
FIRE and MARINE**
Insurance Company
HOME OFFICE: ST. PAUL, MINNESOTA

KNOW ALL MEN BY THESE PRESENTS: That the St. Paul Fire and Marine Insurance Company, a corporation organized and existing under the laws of the State of Minnesota, and having its principal office in the City of Saint Paul, Minnesota, does hereby constitute and appoint

Arthur C. Frericks, Gerald A. Dahle, Donald T. Belbutowski, C. H. Yaste, Fred S. Rye, Leonard Shirley, Josephine E. Stackhouse, individually, Ft. Wayne, Indiana

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said St. Paul Fire and Marine Insurance Company, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

This Power of Attorney is executed, and may be certified to and may be revoked, pursuant to and by authority of Article V, -Section 6(C), of the By-Laws adopted by the Board of Directors of the ST. PAUL FIRE AND MARINE INSURANCE COMPANY at a meeting called and held on the 23rd day of January, 1970, of which the following is a true transcript of said Section 6(C).

"The President or any Vice President, Assistant Vice President, Secretary or Resident Secretary, shall have power and authority

(1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and

(2) To appoint Special Attorneys-in-fact, who are hereby authorized to certify to copies of any power-of-attorney issued in pursuance of this section and/or any of the By-Laws of the Company, and

(3) To remove, at any time, any such Attorney-in-fact or Special Attorney-in-fact and revoke the authority given him."

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of said Company adopted at a meeting duly called and held on the 6th day of May, 1959, of which the following is a true excerpt:

"Now therefore the signatures of such officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

IN TESTIMONY WHEREOF, the St. Paul Fire and Marine Insurance Company has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 13th

day of April A. D. 1970

ST. PAUL FIRE AND MARINE INSURANCE COMPANY

STATE OF MINNESOTA } ss.
County of Ramsey

Vice President.

On this 13th day of April 1970, before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said that he is the therein described and authorized officer of the St. Paul Fire and Marine Insurance Company; that the seal affixed to said instrument is the Corporate Seal of said Company; that the said Corporate Seal and his signature were duly affixed by order of the Board of Directors of said Company.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal, at the City of Saint Paul, Minnesota, the day and year first above written.

C. L. JAEGER
Notary Public, Ramsey County, Minn.
My Commission Expires June 2, 1974.

CERTIFICATION

I, the undersigned officer of the St. Paul Fire and Marine Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the By-Laws of said Company as set forth in said Power of Attorney,* with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 17 day of September

19 73

Secretary.

*Unlimited as to character and amount.

IN RE:

WAGE SCALE

CODE: S - SKILLED
 SS - SEMI-SKILL
 U - UNSKILLED

We, the undersigned committee, being appointed to prepare a schedule of the prevailing wages to be paid in connection with, all construction and maintenance projects, to be awarded by contract for the Board of Works, City of Fort Wayne, Indiana, during the months of July, August, September, 1973.

In compliance with the provisions of Chapter #319 of the acts of the GENERAL ASSEMBLY OF INDIANA, 1935, have established a schedule as hereinafter set forth for the following trades to wit:

TRADES OR OCCUPATION	CLASS	RATE PER HR.	H&W	PEN.	VAC.	APPR.
ASBESTOS WORKER	S	8.50	35¢	55¢	50¢	
BOILERMAKER	S	9.20	50	65		1¢
BRICKLAYER	S	8.21	20	25		1
CARPENTER	S	7.55 7.78	30	6% 30		1/2 app 2 and fun 2 app
CEMENT MASON	S	7.50	40			
ELECTRICIAN	S	8.40	25	1% 30		4
ELEVATOR CONSTRUCTOR	S	7.87	58¢ includes	all.		
GLAZIER	S	7.19	10		15	1¢ app 29¢ holidays
IRON WORKER	S	8.75	40	65		1
LABORER	S	5.10-6.60	18	25		7 educ. tm
LATHER	S	7.16		25		1 app 3 and fun
MILLWRIGHT & PILEDRIVER	S	7.85		4%		4 app 2 and fun
OPERATING ENGINEER	S	See attached list				
PAINTER	S	6.56-7.56	32	25		5
PLASTERER	S	7.06	30			
PLUMBER, STEAMFITTER, GASFITTER	S	8.18	20	35		7
MOSAIC & TERRAZZO GRINDER	S	5.35-7.80				
ROOFER	S	7.70		10		
SHEETMETAL WORKER	S	8.14	23	15		5 ind fund
TEAMSTER	S	5.50-6.95%	p.w. 12.00	p.w. 12.00		

If any CLASSIFICATIONS ARE OMITTED IN THE ABOVE SCHEDULE, THE PREVAILING WAGE SCALE shall be paid. The above and foregoing shall be the minimum prevailing wage scale for this project as set by the wage scale committee. But in no way shall it prevent the contractor or sub-contractor from paying a higher rate of wages than set out in the schedule of wages on file.

DATED THIS 19 - DAY OF June . 1973

RECEIVED

JUL 5 1973

CITY ENGINEERING DEPT,

REPRESENTING GOVERNOR, STATE OF INDIANA

REPRESENTING THE AWARDDING AGENT.

REPRESENTING STATE A.F.L. & C.I.O.

DIGEST SHEET

8-73-10-86

TITLE OF ORDINANCE Contract with L. W. Dailey, Inc. for paving of Dalewood Drive

DEPARTMENT REQUESTING ORDINANCE Board of Public Works

SYNOPSIS OF ORDINANCE Improvement of Dalewood Drive

(See Prior Approval Letter Attached)

EFFECT OF PASSAGE Improvement of Dalewood Drive

EFFECT OF NON-PASSAGE No improvement to Dalewood Drive

MONEY INVOLVED (Direct Costs, Expenditures, Savings) _____

Total cost of contract \$65,913.20 of which the City's cost will be approximately \$29,000.00

ASSIGNED TO COMMITTEE (J.N.)

FW

Wm